

REMARKS

By this Amendment, claims 1-26 are canceled and new claims 27-35 have been added. Accordingly, claims 27-35 remain pending in the application.

Claim Rejections - 35 U.S.C. § 112

Pursuant to the Office Action at page 2, claims 1, 6, 14 and 26 stand rejected under 35 U.S.C. §112, second paragraph, as being indefinite for failing to recite a unit with regard to the density of the threads. Claims 1, 6, 14 and 26 have been canceled, making the rejection moot. New claims 27-35 have been added and do not require a specific thread density.

Pursuant to the Office Action at page 2, claims 1, 6, 14 and 26 stand rejected under 35 U.S.C. §112, second paragraph, as being indefinite for failing to provide proper antecedent basis for the limitations "the chain stitches" and "the inlay stitches." Claims 1, 6, 14 and 26 have been canceled, making the rejection moot.

Claim Rejections - 35 U.S.C. § 103

Pursuant to the Office Action at pages 3-8, claims 1, 2, 5-8, 11-16 and 19-26 stand rejected under 35 U.S.C. 103(a) as being unpatentable over Parker et al. (5,755,678) in view of Parikh et al. (5,133,199), in view of Wadsworth et al. (2003/0129908), in view of Effenberger et al. (5,141,800) and further in view of Keller (2004/0000173). Claims 1, 2, 5-8, 11-16 and 19-26 have been canceled.

Specifically, the Office Action states that Parker et al. discloses a warp knitted fabric having chain stitches, a moisture activated reactive system and a tubular wrapping surrounding the substrate. The Office Action further states that Parker et al. fails to disclose chain stitches of fiberglass yarns and an inlay stitch of inelastic low modulus polymeric yarn, however, Parikh et al. discloses a stretch bandage including acrylic fibers. Applicant respectfully disagrees that Parikh et al. discloses an inlay stitch of polymeric yarn as required in new claims 27 and 34. Referring to the specification of Parikh et al. at col. 6, lines 1-25, Parikh et al. discloses a warp of synthetic yarns (i.e., chain stitches of nylon, see col. 6, line 11) and an inlay of mercerized cotton yarn to provide an elastic bandage with improved

adhesion between layers due to the prominence of the curled and looped mercerized cotton inlay.

In contrast, new claims 27 and 34 require chain stitches of fiberglass yarns and an inlay stitch of inelastic low modulus polymeric yarn. Support for the substrate arrangement can be found in at least paragraph [0035] of the application. Support for the directional extensibility can be found in at least paragraph [0035]. It is the arrangement of the specific materials in the substrate that limits the extensibility in the widthwise direction as compared to the lengthwise direction to prevent unraveling, and the polymeric yarn inlay advantageously reduces the amount of fiberglass in the bandage which is prone to fraying and leaving sharp tendrils that provide discomfort to the wearer.

Thus, neither the Parker et al. or Parikh et al. references disclose an inlay stitch of polymeric yarn, nor the substrate arrangement as claimed for the above purposes, and thus do not cooperatively disclose each element of the claimed invention.

With regard to Wadsworth et al. and Effenberger et al., while weight percentages of materials may arguably be disclosed in the prior art, it is the arrangement of the materials in the substrate that is relevant to the present invention. These references merely disclose non-woven fabrics including cotton layers bonded to a thermoplastic fiber core to provide cotton fabrics having resilient elasticity, and clearly do not relate to or disclose knitted fabrics of any kind or the claimed arrangement utilizing an inelastic inlay to preventing unraveling. Thus, the combination of Wadsworth et al., Effenberger et al., Parker et al. and Parikh et al. would not direct one skilled in the art to produce a knitted fabric employing an inelastic inlay stitch.

With regard to Keller, this reference teaches a knitted fabric employing entirely elastic yarns to provide stretching, and specifically, equal stretching in all directions (i.e., isometric). In contrast, the invention as claimed includes an inelastic yarn in the inlay stitch to provide a reduced extensibility in the widthwise direction to prevent the substrate from unraveling or fraying. See application at paragraph [0011].

In conclusion, none of the Wadsworth et al., Effenberger et al., Parker et al., Parikh et al. and Keller references taken alone or in combination disclose an inlay stitch of polymeric yarn. Further, the references employ high modulus of elasticity acrylic yarns to provide elasticity in the products, which is in contrast to the use of a low modulus inelastic yarn. Accordingly, Applicant submits that new claims 27-35 are patentable over the cited art.

Conclusion

This amendment is fully responsive to the January 7, 2009 Office Action. The Examiner is encouraged to contact the undersigned directly to resolve any remaining issues. This response is being timely filed and does not include more independent or total claims than paid for previously. If there are any fees due in connection with the filing of this response not already accounted for, the Examiner is authorized to charge any such fee to Deposit Account No. 01-0265. Any overpayment or refund should be credited to Deposit Account No. 01-0265.

Respectfully submitted,

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